

In The United States District Court
For The District of South Carolina

FILED
at 1 O'clock & 03 min. p. M

NOV 13 2024

United States Bankruptcy Court
Columbia, South Carolina

MELVIN E. GIBBS,

Appellant,

v.

SELECT PORTFOLIO SERVICING (SPS),

Appellee,

CASE No. _____

MOTION FOR TROINJUNCTION and STAY

NOW COMES, *Gibbs pursuant to Fed. R. Civ. P. 65(b) and applicable law and files the instant motion for relief.*

I. PRELIMINARY STATEMENT

1. The Inspector General's Office (FHFA) confirmed Bank of America sold Gibbs' mortgage to Freddie Mac in 2012; Bank of America and Nationstar executed the Fraudulent Assignment of mortgage 2013, filed in the Court certifying Bank of America sold Gibbs' mortgage to Nationstar. Nationstar sold Gibbs' fraudulent mortgage note to SPS on July 20, 2023, pp. 15-17, – FRAUD known to SPS. Yet, SPS and their attorneys filed pleadings by and through Nationstar with the court for a year thereafter, without moving to be allowed to SUBSTITUTE – SPS for Nationstar as Plaintiff.

2. In their filings and statements (BANKRUPTCY CASE), SPS verified Freddie Mac owns Gibbs' mortgage note and SPS is the servicer of said mortgage note. And, as such owes a fiduciary duty to Freddie Mac. Yet, SPS having Freddie

Mac's business records-certifying Bank of America sold Debtor's mortgage note to Freddie Mac in 2012 – certifies to the Court that SPS purchased Gibbs' mortgage note from Nationstar based on Bank of America having sold Gibbs' mortgage note to Nationstar in 2013. SPS HAS FULL KNOWLEDGE BOTH TRANSACTIONS CANNOT BE TRUE; AND SPS'S PLEADINGS CANNOT BE ANYTHING OTHER THAN WILLFUL PERJURY AND FRAUD!

II. STATEMENT

3. Gibbs' bank records: January 2012 thru December 2013 that prove beyond a reasonable doubt that Gibbs never missed a mortgage payment; the Court has the letter Gibbs wrote to Nationstar, July 26, 2013, alerting Nationstar of Bank of America's FRAUD and warning Nationstar not to participate in BOA's crimes; and the Court has Nationstar's "self-proving" business records that prove Gibbs never missed a mortgage payment.

4. SPS elected to file their claim (bankruptcy court) based on the contract (mortgage note) executed between Ms. Gibbs and Bank of America rather than the foreclosure judgment obtained by Nationstar in the Florence County Circuit Court. SPS is fully aware the foreclosure judgment is based on the same mortgage note (CONTRACT) executed between Ms. Gibbs and Bank of America and is now the basis for Nationstar and SPS's illegal foreclosure and SPS's POC filed in federal bankruptcy court.

JUDICIAL NOTICE

5. The Court must take judicial notice that the most basic theory of civil litigation is that a party cannot maintain the same case in state court and federal court. This FRAUD standing alone would require the Court to permanently enjoin the foreclosure and sanction Nationstar, SPS and their attorneys. However, there is more, to wit:

6. SPS has full knowledge, based on SPS's access to Freddie Mac's business records and Nationstar's business records, that the Assignment of Mortgage executed between Bank of America and Nationstar, is FRAUDULENT.

7. That the assignment of mortgages were illegal methods designed to defraud Ms. Gibbs, 10 million Homeowners, Fannie Mae, Freddie Mac and the federal government of \$\$\$ hundreds of billions of dollars. AND,

8. More than 50,000 South Carolina Homeowner were defrauded; thousands in Florence. Mortgage companies in general and Bank of America in particular were required to modify mortgages down to 2% under the Home Affordable Mortgage Program (HAMP); for having accepted "Bailouts" under TAARP....

9. To protect the integrity of the Court, the Court most move Sua-sponte and sanction Nationstar (SPS) and their attorney(s), and permanently enjoin the stayed judgment.

III. STATEMENT OF FACTS

10. Many legal scholars would say, given SPS's certification as servicer for Freddie Mac while certifying SPS purchased Debtor's mortgage note from Nationstar,

while having knowledge Bank of America could not have sold Debtor's mortgage note to Freddie Mac in 2012 and sold Debtor's mortgage note to Nationstar in 2013 while Freddie Mac still owned said mortgage note – SPS and Nationstar would only file pleadings with the Court's BRIBED consent.

11. Nationstar and SPS certifies to the Court that SPS by affidavit swore on April 15, 2024, that SPS was the owner of Debtor's mortgage note; and SPS and Nationstar by verified pleading in debtor's bankruptcy case (Northern District of Georgia 2023) swore to the court that Nationstar sold their rights to Debtor's mortgage note-to SPS.

12. However, thereafter through 2023, up to and including July 5, 2024 (documents attached), SPS acknowledged Freddie Mac owned Ms. Gibbs' mortgage note and SPS was the servicer, Freddie Mac assigned to service Ms. Gibbs' mortgage note. BOTH AFFIDAVITS/VERIFICATIONS CANNOT BE TRUE!!!

13. Having affirmed SPS owned debtor's mortgage note on April 15, 2024, SPS participated (May, June, July, August, September and October 2024) in Nationstar's fraud committed to obtain the judgment STAYED by the bankruptcy court: SPS admitted SPS was part and partial to the illegal foreclosure designed to extort Ms. Gibbs' and Gibbs into RATIFYING – SPS's FRAUD – in that SPS did not file with the court a motion to substitute plaintiffs; and notify the court that Debtor's mortgage was owned by Freddie Mac: that Bank of America sold Debtor's mortgage note to Freddie Mac in 2012 and therefore Bank of America could not have sold the same mortgage note to Nationstar in 2013, as sworn to by BOA and Nationstar's

Assignment of Mortgage. Nationstar and SPS, as servicers for Freddie Mac, owed a fiduciary duty to Freddie Mac to not participate in BOA's FRAUD and report the FRAUD to the Justice Department, etc.

14. As admitted servicer for Freddie Mac, Nationstar and SPS failed and neglected to file the lien on behalf of Freddie Mac and has not reported Bank of America and Nationstar's fraud designed to steal \$900 million dollars from Gibbs, 10 million Homeowners, Fannie Mae, Freddie Mac, Fannie Mae and Freddie Mac Investors and the federal government.

15. Nationstar and SPS are acting as debt collectors who knowingly engaged in crimes to purchase Gibbs' mortgage note from Nationstar that SPS and Nationstar knows is owned by Freddie Mac.

16. Nationstar and SPS joined and combined with Bank of America to criminally induce an employee(s) of Freddie Mac to fraudulently list Nationstar and SPS as the servicer of Gibbs' mortgage note held by Freddie Mac, while filing liens for Nationstar and SPS rather than Freddie Mac.

17. Freddie Mac, Bank of America, Nationstar and SPS are fully aware the foreclosure filed against Gibbs is fraudulent in that Gibbs did not miss a mortgage payment: June, July or August 2013, as alleged in the foreclosure filed September 2013 – proven by Nationstar business records and debtor's bank records to be false.

18. Additionally, Nationstar accepted Gibbs' mortgage payments for September 2013; and Nationstar reversed Gibbs' mortgage payment: October, November and December 2013, back to Gibbs' checking account. And Nationstar did

not provide Gibbs with the alleged missed mortgage payments and amounts needed to cure any alleged default, time to cure and an offer of mitigation as required by federal law; facts known by the Court.

TAKE NOTICE

19. The Court may take notice that the facts as alleged are true and constitute a breach of contract by Freddie Mac, Bank of America, Nationstar and SPS in that the failure to accept bonified mortgage payments as specified in the mortgage note (contract) constitute a breach, as well as the filing of the fraudulent foreclosure is a breach of the mortgage note (contract). Therefore, pursuant to the very basic rules of civil procedure – the breeching party cannot sue!

20. Employees of Bank of America (multiple litigations) have testified that part and partial of Bank of America scheme was to sell millions of Homeowners' (Debtor) mortgage notes to Fannie Mae and Freddie Mac: for full value – without notifying the Homeowners who qualified for modifications under the Home Affordable Mortgage Program (HAMP). Said notifications would have caused the mortgage notes to be \$\$\$ thousands of dollars less than full value; BOA then pay Nationstar, SPS, etc., to execute fraudulent Assignment of Mortgages, and punish Homeowners who insisted on modifications by filing fraudulent foreclosures. Debtor and Gibbs were punished for having DEMANDED modifications pursuant to HAMP.

21. BOA, Nationstar and SPS's crimes committed from 2013 – 2024, has destroyed Ms. Gibbs and Gibbs' health and financial security: prior to said crimes Ms. Gibbs had a credit score of 820; Gibbs had \$400,000 in home equity; and Ms. Gibbs

and Gibbs had more than \$5,000 per month in disposable income. The enumerated crimes left Debtor and Gibbs without the financial resources needed to assist their daughter (July 5, 1964 – May 29, 2018) and grandson (December 17, 1980 – August 22, 2020) – thereby contributing to [t]heir deaths.

22. During the duration of BOA, Nationstar and SPS's admitted crimes, 20,000 Homeowners have committed SUICIDE: 3 each day; 22 VETERANS commit SUICIDE each day-many are homeowners....

23. At all times relevant to this litigation Debtor and Gibbs were married and living as husband and wife as tenants-in-common. In or about 2005, Debtor and Gibbs built their 5,943 sq. ft. Custom Retirement Home @ 125 sq. ft. = \$742,875: Debtor secured a mortgage loan of \$330,000 from Bank of America (BOA) and Gibbs paid the balance: \$412,875. BANK OF AMERICA FALSIFIED MS. GIBBS' MORTGAGE LOAN IN FURTHERANCE OF THEIR CONTINUING CRIMINAL ENTERPRISE.

IV. STATEMENT OF THE CASE

24. Bank of America, Nationstar, SPS and DOES 1-50, implemented a scheme to DEFRAUD Gibbs, 10 million Homeowners. Bank of America agreed to sell Gibbs' mortgage note (10 million Homeowners) to Fannie Mae and Freddie Mac, without notice to Gibbs (10 million Homeowners); and Nationstar, SPS and DOES 1-50, executed FRAUDULENT Assignment of Mortgage to DEFRAUD: Gibbs, Fannie Mae, Freddie Mac, Fannie Mae & Freddie Mac Investors, and the federal government

of \$\$\$ hundreds of billions of dollars.

V. MEMORANDUM OF LAW
(Argument)

31. A preliminary injunction is an extraordinary remedy” that “shall be granted only if the moving party clearly establishes entitlement to the relief sought.” Di Biase v. SPX Corp., 872 F.3d 224, 230 (4th Cir. 2017). “A plaintiff seeking a preliminary injunction must demonstrate ‘that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.’” Id. (quoting Winter v. Nat. Res. Def. Council, Inc., 555 U.S. 7, 20 (2008)).

a. *SPS cannot oppose Gibbs’ requested relief without restating [t]heir PERJURY, SUBORNAITON OF PERJURY, OBSTRUCTION OF JUSTICE and FRAUD ON THE COURT. Therefore,*

b. SPS must remain silent and rely of the Court to dispose of “Gibbs;” causing the irreparable damage Gibbs seek to avoid.

32. The Court is fully aware Gibbs are in their 80s (Wilson H.S. Class ’61) and the deliberate criminal acts pose an immediate and irreparable harm to Gibbs and does harm and violence to the judicial process.

33. Gibbs is a Veteran (USAF): the Klan (KKK) attempted to murder Gibbs and his family 30 miles north of Charleston 60 years ago; Gibbs is a retired New York City police officer, and as a practicing attorney in the State of South Carolina, Gibbs

experienced the effects of “favoritism,” “nepotism” and disregard for the law.

34. Eight (8) months ago while Gibbs’ Florence home was being repaired (\$300,000), Gibbs, consumed with unadulterated hate for Court and conspirators, tripped and fell from the steps onto the concrete walkway. Gibbs’ head hit the concrete and exploded like a 15,000-pound bomb. After treating the many injuries to Gibbs’ (my) face, Gibbs, filled with rage, drove 4 hours to Gibbs’ Georgia home. The next day Gibbs lost consciousness 5 times; the reality hit Gibbs like a ton of bricks – Gibbs was in the process of causing the homicides of Gibbs, Ms. Gibbs, and unsuspecting motorist – due to the crimes articulated herein committed by the Court and conspirators. The Court is fully aware the criminal conditions will cause irreparable harm and/or death....

35. Where, as here, every prosecutor in America, would “cut off their arm” to have a case where SPS has provided proof beyond a reasonable doubt of SPS’s crimes.

VI. CONCLUSION

Gibbs believes that if the Court fails to grant the requested relief the stress of SPS’s the criminal acts will cause Debtor to suffer a catastrophic stroke and/or heart attack, and the continuing symptoms of Gibbs’ concussion will cause Gibbs’ death. Gibbs must be afforded an option other than “absolute necessity.”


WHEREFORE, Gibbs prays the Court GRANT Gibbs’ TRO/Injunction, Stay and grant such other and further relief, at law and equity, general or special, to which Gibbs has shown himself justly entitled.

Respectfully Submitted,



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 BARBARA A GIBBS
3108 HIDDEN FLS DR
BUFORD, GA 30519

Account Number: 0032624058
Property Address: 4257 MONTEREY DR
FLORENCE, SC 29501

Dear Customer(s):

SPS is notifying you that the previously scheduled foreclosure sale of the above noted property has been postponed and re-scheduled to occur on 08/06/2024. Please contact us immediately if you have any questions.

At SPS, any of our Customer Care Experts can assist you with answers to your questions about the status or history of your account, document requirements, or any of our available loan resolution options. If you have any questions or concerns, please contact SPS. Our toll-free number is 888-818-6032 and representatives are available Monday through Friday between the hours of 8 a.m. and 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time. You may also visit our website anytime at www.spservicing.com.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

New York City - Collection Agency License # 1170514



00293875000033010100

Barbara A. Gibbs

4257 Monterey Drive
Florence, SC 29501-8951
Email: mgibbs70@aol.com

August 14, 2024

FAX: 801-270-7856

Select Portfolio Servicing (SPS)

P.O. Box 65277

Salt Lake City, UT 84165

Re: Account # 0032624058 (Payoff Request)

I'm in receipt of your two (2) letters dated August 6, 2024, and your letter dated August 7, 2024. For several months SPS has refused to provide the date Bank of America sold my mortgage note to Freddie Mac – information that may be obtained in seconds with a computer keystroke – information that I am entitled to under federal law; SPS has refused to provide me with the months I failed to pay my mortgage and documented proof I was provided an opportunity to pay missed mortgage payments to avoid foreclosure; SPS has failed to provide me with actions taken by Freddie Mac in regards to my modification application Freddie Mac received as a result of Freddie Mac's purchase of my mortgage note from Bank of America; SPS has failed to provide me with actions taken to stop Nationstar's crimes against me; including but not limited to SPS participating in Nationstar's attempt to foreclose on my home August 6, 2024: SPS knew the foreclosure was illegal because Nationstar accepted \$5,000 from me (04/2019) after my bankruptcy was filed 04/2019 and the bankruptcy court paid Nationstar \$150,000, both payments Voided the illegal foreclosure judgment Nationstar obtained 01/2019 – crimes, SPS has willfully joined – to the detriment of myself and Freddie Mac. SPS after Nationstar transfer all [t]heir rights to SPS, SPS failed to dismiss the illegal foreclosure and did not file the required substitution of plaintiff as required by law....

I hereby demand an immediate payoff amount needed to satisfy the balance of my mortgage note (\$292,0000; having notified SPS of my contract to sell, now *time is of the essence*. The payoff amount must reflect both the \$5,000 and \$150,000 paid to Nationstar; deduction of the \$100,000 I was due based on my qualified modification application, and an amount compensating me for the illegal foreclosures by SPS joining and combining with Nationstar' continuing criminal enterprise operated in violation of RICO.

PLEASE PROVIDE THE REQUESTED PAYOFF BY THE END OF BUSINESS TODAY!!!

The payoff may be emailed to me at: mgibbs70@aol.com.

With warm regards, I remain,

/s/ Barbara A. Gibbs

Barbara A. Gibbs

Barbara A. Gibbs

4257 Monterey Drive
Florence, SC 29501-8951
Email: mgibbs70@aol.com

August 20, 2024

FAX: 801-270-7856
Select Portfolio Servicing (SPS)
P.O. Box 65277
Salt Lake City, UT 84165

Re: Account # 0032624058 (Payoff Request)

I'm in receipt of your two (2) letters dated August 6, 2024, August 7, 2024 September 10, 11, and 12, 2024. For several months SPS has refused to provide the date Bank of America sold my mortgage note to Freddie Mac – information that may be obtained in seconds with a computer keystroke – information that I am entitled to under federal law; SPS has refused to provide me with the months I failed to pay my mortgage and documented proof I was provided an opportunity to pay missed mortgage payments to avoid foreclosure; SPS has failed to provide me with actions taken by Freddie Mac in regards to my modification application Freddie Mac received as a result of Freddie Mac's purchase of my mortgage note from Bank of America; SPS has failed to provide me with actions taken to stop Nationstar's crimes against me; including but not limited to SPS participating in Nationstar's attempt to foreclose on my home August 6, 2024: SPS knew the foreclosure was illegal because Nationstar accepted \$5,000 from me (04/2019) after my bankruptcy was filed 04/2019 and the bankruptcy court paid Nationstar \$150,000, both payments Voided the illegal foreclosure judgment Nationstar obtained 01/2019 – crimes, SPS has willfully joined – to the detriment of myself and Freddie Mac. SPS after Nationstar transfer all [t]heir rights to SPS, SPS failed to dismiss the illegal foreclosure and did not file the required substitution of plaintiff as required by law...**and SPS has failed and neglected to take action in regard to Nationstar having recorded Nationstar as the holder of my lien rather than recording Freddie Mac as the lien holder.**

I hereby demand an immediate payoff amount needed to satisfy the balance of my mortgage note (\$292,0000; having notified SPS of my contract to sell, now **time is of the essence**. The payoff amount must reflect both the \$5,000 and \$150,000 paid to Nationstar; deduction of the \$100,000 I was due based on my qualified modification application, and an amount compensating me for the illegal foreclosures by SPS joining and combining with Nationstar' continuing criminal enterprise operated in

PLEASE PROVIDE THE REQUESTED PAYOFF BY THE END OF BUSINESS TODAY!!!

/s/ Barbara A. Gibbs
Barbara A. Gibbs

Barbara A. Gibbs

4257 Monterey Drive
Florence, SC 29501-8951
Email: mgibbs70@aol.com

October 1, 2024

FAX: 801-270-7856

Select Portfolio Servicing (SPS)
P.O. Box 65277
Salt Lake City, UT 84165

Re: Account # 0032624058 (Payoff Request)

I'm in receipt of your letter dated September 17, 2024. **SPS's ATTEMPT TO CONFLATE THE ISSUES TO AVOID PROVIDING ME THE INFORMATION REQUIRED BY LAW HAS FAILED.**

My requested information does not have anything to do with when Bank of America acquired or recorded their lien!

I requested the date BOA sold my mortgage to Freddie Mac; the IG's office (FHFA) informed us that BOA sold my mortgage to Freddie Mac in 2012; BOA and Nationstar executed a fraudulent Assignment of my mortgage in 2013; provide all proof contained in Freddie Mac's files relating to my having defaulted on my mortgage note August 2013 – including but not limited to all federal laws complied with prior to filing the [illegal] foreclosure. Provide, in detail, including Freddie Mac's appointment of SPS as my servicer, Nationstar having conveys "all" Nationstar's rights in the Georgia bankruptcy – to SPS; including who received the payments [\$150,000] the trustee disbursed; who received the payments [\$5,000] I made to Nationstar when my bankruptcy case was filed [in or about April 2019]. **PROVIDE ME AN EXACT PAYOFF AMOUNT REQUIRED AND CERTIFIED BY FREDDIE MAC!**

PROVIDE ME ALL DOCUMENTS IN WHICH FREDDIE MAC AUTHORIZED NATIONSTAR, SPS OR OTHERS TO SUE ME IN ANY CAPACITY NO MATTER HOW PUT FORTH; INCLUDING BUT NOT LIMITED TO THE CURRENT CLAIM BY SPS!!!

Again, I respectfully request the contract administrator (no matter how named) who administers the contract that permits SPS to act as SERVICER of my mortgage note.

PLEASE PROVIDE THE REQUESTED PAYOFF BY THE END OF BUSINESS

19

Florence, SC 29501-8951
Email: mgibbs70@aol.com

October 10, 2024

FAX: 801-270-7856

Select Portfolio Servicing (SPS)
P.O. Box 65277
Salt Lake City, UT 84165

Re: Account # 0032624058 (Payoff Request)

This letter is written to address SPS's included contact between me and Bank of America. Nowhere in the contract is there a provision that allowed BOA/Nationstar to accelerate the payment of \$292,000 when no mortgage payments were missed; nor is there a provision for that allows the violation of federal law that required Freddie Mac/BOA/Nationstar to NOT notify me of missed mortgage payments and provide me an opportunity to CURE; nor is there a provision that allowed Nationstar to accept y mortgage payments for July, August and September 2013, that allowed Nationstar to file the illegal foreclosure; AND there isn't a provision that allowed Nationstar to reversed my payments for October, November and December 2013, back to my checking account.

Nationstar having breeched your included contract cannot sue in that the law does not allow the breeching party. **ADDITIONALLY**, my letter, infra, notified Nationstar of BOA's ILLEGAL actions – **NOTICE ON RECORD; AND Nationstar filed the ILLEGAL FORECLOSURE AFTER NOTICE!!!**

Again, I respectfully request the contract administrator (no matter how named) who administers the contract that permits SPS to act as SERVICER of my mortgage note.

PLEASE PROVIDE THE EQUESTED PAYOFF BY THE END OF BUSINESS TODAY!!! TIME IS OF THE ESSENCE!!! I have signed a contract to sell my home, and your delay will cause me to DEFAULT!

The information I have requested pursuant to federal law for more than a year may be emailed to me at: mgibbs70@aol.com.

With warm regards, I remain,

/s/ Barbara A. Gibbs

Barbara A. Gibbs

M. Eugene & Barbara A. Gibbs

4257 Monterey Drive
Florence, South Carolina 29501
(843) 407-6297

July 26, 2013

Nationstar Mortgage LLC
Customer Service Department
350 Highland Drive
Lewisville, TX 75067

In Re: Loan Number: 600987135
:BOA - #871471818

Dear Madame/Sir:

This letter is written to advise you that we are/were in negotiations with BOA: Rogelio Chua, Customer Relationship Manager, BOA [Letter attached hereto]. The negotiations included this loan and Loan Number: 870811531. BOA Asteeded@ my wife into a predatory loan, and when we attempted to re-finance both loans, we were charged \$400 in application fees, and informed the closing cost would be \$30,000. THEREAFTER, for more than four (4) years we attempted to have BOA provide us with the correct information as to HOME MODIFICATION PROGRAMS. We were provided either incorrect information or no information.

Mr. Chua, was provided Aall@ supporting financial documentation; including but not limited to tax return and form 4506-T, proof of income, financial statement, etc., documents attached hereto.

The critical issues for Nationstar are: the moneys you allege are due and owing; ARE NOT! Part and partial to BOA=s fraud, the alleged mortgage payment not paid: December 2012, WAS PAID! The proof is attached hereto: statements showing BOA cashed both checks totaling \$2,258.82; a check cashed from the account of Melvin Gibbs on Nov. 30, 2011 in the amount of \$1,200 and a check cashed from the account of Barbara Gibbs on Dec. 03, 2011 in the amount of \$1,058.82.

This was a deliberate situation: alleged nonpayment, caused by BOA to destroy the negotiation undertaken with us. Including but not limited to the sale of our mortgage to Nationstar. Given the present actions of Nationstar: escalating the falsely stated amount of \$2,258.82 to \$8,528.09, that Nationstar has positioned itself as a co-conspirator and therefore an intricate perpetrator in the Racketeering and Influence

Corrupt Organization (RICO)....

The attached documents, and BOA employee affidavits [filed in the RICO suit: US District Court-Colorado], provides by clear and convincing evidence BOA engaged in conspiracy and racketeering (RICO) in violation of the US Code: preponderance of the evidence.

We will either join the suit filed in Colorado or file a separate action: US Federal Court for the District of South Carolina, Florence Division....

We respectfully request you advise whether we must add Nationstar as a co-conspirator, or its Nationstar=s intent to transfer our mortgage back to BOA.

With warm regards, we remain

/s/ Barbara A. Gibbs

15/ M. Eugene Gibbs

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11/13/24
ITEM X
BY USMS



U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

2024 NOV 13 A 1:03

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